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S/1996/520
5 July 1996
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GENERAL ASSEMBLY
Fiftieth session
Agenda item 140
UNITED NATIONS DECADE OF
INTERNATIONAL LAW

SECURITY COUNCIL
Fifty-first year

Letter dated 2 July 1996 from the Permanent Representative of Cuba to the United Nations addressed to the Secretary-General

I have the honour to request that the letter attached hereto, transmitted to Mr. Assad Kotaite, President of the Council of the International Civil Aviation Organization (ICAO), by Mr. Ricardo Alarcón de Quesada, Head of the Delegation of the Republic of Cuba to the Council meetings held in Montreal on 26 and 27 June 1996, be circulated as a document (see annex) of the General Assembly under item 140 of the agenda for the fiftieth session, and of the Security Council.

(Signed) Bruno RODRÍGUEZ PARRILLA
Ambassador
Permanent Representative

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ANNEX

[Original: Spanish]

Letter dated 2 July 1996 from the Head of the Delegation of Cuba to the meetings of the Council of the International Civil Aviation Organization, held in Montreal on 26 and 27 June 1996, addressed to the President of the Council

Pursuant to the provisions of paragraph 9 of the resolution adopted by the ICAO Council on 27 June 1996, which requests the contracting States to notify the Council of any violation of the rules set forth in the Convention on International Civil Aviation, I have the honour to inform you of the following.

On 25 June 1996, at 9.24 a.m., the radar system of the Republic of Cuba detected an unidentified aircraft operating in the Havana flight information region (Havana FIR) without making contact with the Havana Air Traffic Control Centre (Havana ATC).

At 10.47 a.m. Havana ATC routed a message to Miami ATC, reporting the presence of the aforesaid aircraft in the Republic of Cuba's FIR, and requesting "any available information on this flight". In its message, Havana ATC listed the coordinates, speed, heading, SSR code and point of origin of the aircraft. At 1.15 p.m., an answer was received, stating that what was involved was a "United States Government aircraft operating [with] due regard".

At 1.03 p.m., an American Airlines Boeing 747 aircraft, Flight No. AAL 2188, en route from Guatemala to Miami, was forced to depart from its route in order to avoid the danger of approaching the United States Government aircraft. At 1.06 p.m., a Boeing 767 aircraft belonging to Transporte Aéreo Internacional Salvadoreño, Flight No. TAI 310, en route from San Salvador to Miami, had to be rerouted by Cuban air traffic controllers in order to separate it from the United States aircraft, which was violating established air traffic norms and regulations.

At 4.28 p.m., a message reporting these events was routed to Miami ATC by Havana ATC. In this message, Havana ATC stated clearly that it was necessary to "coordinate these types of flights in order to avoid any incident or accident".

In the light of the foregoing, there can be no doubt that the event in question endangered civil air navigation in the region. It was not, however, a random event. During the first half of 1996 alone, six similar incidents have occurred, four of which have posed a danger to American Airlines aircraft.

In view of this new incident, we believe that it is essential to draw the attention of ICAO, and particularly of its Council, to the danger which such flights represent to the safety of air navigation and the need to prevent an air disaster in the region.

We hope that ICAO will take the necessary steps to prevent further violations of international and Cuban norms and regulations that have been enacted to ensure the orderly and safe flow of civil aviation.

I am enclosing herewith a copy of the messages exchanged by Havana ATC and Miami ATC (see appendix).

(Signed) Ricardo ALARCÓN DE QUESADA
Head of the Delegation of Cuba to
the ICAO Council meetings held on
26 and 27 June 1996

APPENDIX

[Original: English]

Text of an exchange of messages between Air Traffic Control Havana and Air Traffic Control Miami on 25 June 1996

1. Message sent at 1047 hours by Air Traffic Control Havana to Air Traffic Control Miami

At 1445 UTC 960625 we detected an unknown aircraft in the vicinity of coordinates 2310N/7800W speed 330 knots heading 100 degrees SSR code 6110 apparently proceeding from your FIR.

Request please any available information on this flight.

We appreciate your cooperation.

Thanks.

2. Reply sent at 1315 hours by Air Traffic Control Miami to Air Traffic Control Havana

Aircraft is US Government aircraft operating due regard.

3. Message sent at 1628 hours by Air Traffic Control Havana to Air Traffic Control Miami

For your information an aircraft with SSR 6110 as we know US Government aircraft due regard was flying south of 24N within Havana FIR crossing the routes B646 G765 and G448 from east to west and vice versa STOP That aircraft had no contact with Havana ATC STOP At 1715 crossed the route G765 about 40 nautical miles south-west of maximum and 10 nautical miles ahead of TA1310 B767 flying G765 northbound at FL370 STOP Pilot request was needed to deviate the TA1310 to avoid the AT TA1310 US Government aircraft STOP Cuban controllers had to separate other aircraft from the US flight STOP Is necessary coordinate this type of flight to avoid any incident or accident END

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GENERAL ASSEMBLY
Fiftieth session
Agenda item 140
UNITED NATIONS DECADE OF
INTERNATIONAL LAW

SECURITY COUNCIL
Fifty-first year

Letter dated 3 July 1996 from the Permanent Representative of Cuba to the United Nations addressed to the Secretary-General

I have the honour to request that the annexed letter, from Mr. Ricardo Alarcón de Quesada, head of the Cuban delegation to the Meeting of the Council of the International Civil Aviation Organization (ICAO) held on 26 and 27 June 1996 in Montreal, addressed to Mr. Assad Kotaite, President of the ICAO Council (see annex), be issued as an official document of the fiftieth session of the General Assembly, under agenda item 140, and of the Security Council.

(Signed) Bruno RODRÍGUEZ PARRILLA
Ambassador
Permanent Representative

96-16835 (E) 080796 080796 090796

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ANNEX

[Original: English and Spanish]

Letter dated 30 June 1996 from the head of the Cuban delegation to the Meeting of the Council of the International Civil Aviation Organization (ICAO) held on 26 and 27 June 1996 in Montreal addressed to the President of the ICAO Council

Last 13 June, we forwarded to you some information on the preparation of a so-called "flotilla" whose organizers had made public in a press conference in Miami their plans to send aircraft from an airport located in the United States of America for the purpose of violating the territory and sovereignty of the Republic of Cuba next 13 July (see A/50/979-S/1996/448, annex).

Subsequently we learned that the United States authorities were aware of these preparations since this matter had been dealt with in a 6 June letter written by Ms. Anne W. Patterson, Senior Assistant to the Under-Secretary of State for Inter-American Affairs, to the organizers of this activity.

On the basis of what was stated in operative paragraph 9 of the resolution adopted by the ICAO Council, where the contracting States are requested to report at any time to the Council any infraction of the above-mentioned rules contained in the Convention on International Civil Aviation, we officially reiterate this information and again request that you inform the Council of the particulars, including our 13 June letter.

Likewise, we reiterate our view that, in the face of this situation and in order to avert another incident, ICAO should take resolute and firm action.

(Signed) Ricardo ALARCÓN DE QUESADA
Head of the Cuban Delegation to the
Meeting of the ICAO Council

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GENERAL ASSEMBLY
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THE SITUATION IN THE MIDDLE EAST

SECURITY COUNCIL
Fifty-first year

Letter dated 5 July 1996 from the Permanent Representative of Lebanon to the United Nations addressed to the Secretary-General

On instructions from my Government and further to our earlier letters concerning Israel's repeated attacks on southern Lebanon and the western Bekaa and the arbitrary practices against the local inhabitants in which it engages on a daily basis, I have the honour to notify you of the series of such incidents that took place in the first half of June 1996.

2 June 1996

At 0800 hours an Israeli gunboat intercepted a number of fishermen off Qulaylah, Tyre, and opened fire on them with a view to intimidating them. It rammed a fishing boat with three civilians on board, causing serious damage to the boat.

6 June 1996

At 1910 hours the outskirts of Ayn Bu Siwar, Jba', Kafr Fila and Wadi Kafra came under artillery fire from Israeli positions in the border strip.

7 June 1996

At 0530 hours the outskirts of Arabsalim, Mlita and Jabal Safi and areas along the Zahrani River came under Israeli artillery fire.

10 June 1996

Outlying areas of towns in the Nabatiyah and Bint Jubayl areas came under artillery fire.

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At 0830 hours, in the Israeli shelling of towns in the Nabatiyah area, Sergeant Nash'at Ali Mahmud of the Lebanese Army was killed and Ali Nasib Farahat was wounded while they were driving in the latter's car on the Habbush-Arabsalim highway. The car was badly damaged. The home of Kamil Abd al-Husayn Muruwwah was also damaged in the shelling.

At 1500 hours the outskirts of Frun, Ghanduriyah and Qabrikha came under Israeli artillery fire.

11 June 1996

At 2145 hours Israeli helicopters overflew the Iqlim al-Tuffah area at low altitude.

12 June 1996

At 1205 hours the outskirts of Kafr Tibnit and Nabatiyah al-Fawqa and the vicinity of the abandoned Lebanese Army barracks came under machine-gun fire from Israeli positions in the hills opposite. Flares were then fired. Israeli helicopters overflew the Nabatiyah area at low altitude.

At 0705 hours Israeli warplanes overflew the Nabatiyah area at medium altitude and carried out mock attacks.

13 June 1996

At 1630 hours the outskirts of Luwayzah, Mlikh, Ayn Bu Siwar and Arabsalim and areas along the Zahrani River came under Israeli artillery fire. This was accompanied by low-altitude overflights of the Iqlim al-Tuffah area by Israeli warplanes.

15 June 1996

An explosive charge was detonated on a dirt road in the town of Hula, killing three children. They were: Hamamah Ahmad Ali Husayn; Taghrid Sami Qatish; and Muhammad Talal Jawad. Israeli forces also imposed a security blockade on the location.

16 June 1996

At 1025 hours an artillery shell fired from an Israeli gun fell in the outskirts of Jun in the Shuf district.

Israel's persistent refusal to implement Security Council resolution 425 (1978) and its continued occupation of Lebanese territory are perpetuating the cycle of violence and causing increased casualties among local inhabitants, particularly children and women. The Lebanese Government strongly condemns the continued Israeli occupation, the fresh attacks and the arbitrary practices against the Lebanese population, which have caused further deaths and injuries and have inflicted further serious damage to property.

Like previous attacks, this new series is in flagrant violation of the sovereignty and independence of Lebanon and constitutes a breach of the purposes and principles of the Charter of the United Nations, of international law and of basic human rights.

I should be grateful if you would have this letter circulated as a document of the fiftieth session of the General Assembly, under agenda item 44, and of the Security Council.

(Signed) Samir MOUBARAK
Ambassador
Permanent Representative

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9 July 1996

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Fiftieth session
Agenda item 54

THE SITUATION IN AFGHANISTAN AND ITS IMPLICATIONS FOR INTERNATIONAL PEACE AND SECURITY

Letter dated 28 June 1996 from the Secretary-General addressed to the President of the General Assembly

I have the honour to refer to General Assembly resolution 50/88 of 19 December 1995, by which the Assembly, inter alia, reaffirmed the mandate of the United Nations Special Mission to Afghanistan.

As you are aware, the Head of the Special Mission, Mr. Mahmoud Mestiri (Tunisia), informed me some weeks ago that he was obliged to resign his post for health reasons. I accepted his resignation with regret and paid tribute to the services he had rendered to the United Nations and to the people of Afghanistan in arduous circumstances.

Following the necessary consultations, I have decided to appoint Mr. Norbert Heinrich Holl (Germany), currently the Director for South Asia of the Federal Foreign Office of Germany, to succeed Mr. Mestiri as Head of the Special Mission. Mr. Holl will assume his functions in mid-July and will be based in Jalalabad, Afghanistan, pending the return of the Special Mission to Kabul.

I should be grateful if you would bring this information to the attention of the members of the General Assembly.

(Signed) Boutros BOUTROS-GHALI

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UNITED NATIONS DECADE OF
INTERNATIONAL LAW

SECURITY COUNCIL
Fifty-first year

Letter dated 4 July 1996 from the Permanent Representative of Cuba to the United Nations addressed to the Secretary-General

I have the honour to request that the enclosed letter from Mr. Ricardo Alarcón de Quesada, head of the delegation of the Republic of Cuba to the Meeting of the Council of the International Civil Aviation Organization (ICAO) held in Montreal on 26 and 27 June 1996, addressed to Mr. Assad Kotaite, President of the ICAO Council (see annex), be circulated as an official document of the fiftieth session of the General Assembly, under agenda item 140, and of the Security Council.

(Signed) Bruno RODRÍGUEZ PARRILLA
Ambassador
Permanent Representative

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ANNEX

[Original: English and Spanish]

Letter dated 4 July 1996 from the Head of the Cuban delegation to the Meeting of the Council of the International Civil Aviation Organization, held in Montreal on 26 and 27 June 1996, addressed to the President of the Council

In the letter which I sent to you on 2 July 1996 (see A/50/990-S/1996/520, annex), I informed you of the dangerous, unauthorized and uncontrolled flight effected for several hours in the Havana flight information region (Havana FIR) by an aircraft which Miami Air Traffic Control (ATC) identified as belonging to the United States Government.

In my letter, written pursuant to paragraph 9 of the resolution adopted by the Council of the International Civil Aviation Organization (ICAO) on 27 June, I asked that appropriate measures be taken to prevent any further violations and thereby avoid the serious risks which they would create for civil aviation in the region. I also indicated that most of the civilian aircraft endangered by these United States Government flights are United States aircraft.

It is therefore disturbing to note the irresponsible and superficial way in which the United States authorities have reacted to this complaint. While on 3 July the spokesman for the Department of State described the complaint as "laughable", that same day the United States Secretary of Transportation, Mr. Federico Peña, claimed to have no information about such violations.

These statements by United States officials constitute an explicit acknowledgement of that country's failure to comply with its obligations under the Chicago Convention and an outrageous lack of respect for the safety of hundreds of passengers, most of them citizens of the United States, whose lives were endangered.

The statements by Mr. Peña are absolutely unfaithful to the truth. They are thus unacceptable and must be rejected. As pointed out in my letter of 2 July, the first step taken by the Cuban authorities in the morning of 25 June was precisely to inform the United States authorities. Can one really believe that one week later Mr. Peña had not learned of the incident? Was he also unaware of the communication which the Administrator of the Federal Aviation Administration (FAA) had received 48 hours before his frivolous comment?

In order to refresh the memory of the Secretary of Transportation allow me to review a number of previous incidents which occurred this year:

On 13 February, at 8.50 a.m., on 22 February, at 11.47 a.m. and on 3 April at 8.49 a.m., aircraft of the United States company American Airlines encountered in their path and dangerously crossed aircraft of the United States Government flying within the Havana FIR without authorization or coordination, in clear violation of ICAO norms and procedures. On these three days, other incidents which posed a danger to commercial aircraft occurred. All these

incidents were promptly brought to the attention of the United States authorities, to whom it was necessary on some occasions to send several messages, for example, four on 22 February, all relating to the dangerous situation in which the American Airlines flight had been placed.

If the United States Secretary of Transportation was not informed in a timely manner by his subordinates, if he is unconcerned about the lives of his fellow citizens, and if the spokesmen for the Department of State find both these matters laughable, these are things for which they must answer to their own people. However, such conduct can cause serious harm to international civil aviation and result in incidents which ICAO should prevent. I therefore reaffirm the necessity of stopping violations of the Convention such as those referred to in this and my previous letter.

I am enclosing a copy of the letter from the Vice-President of the Civil Aeronautics Institute of Cuba addressed to the Administrator of FAA on 1 July 1996 (see appendix).

I request that this letter and its appendix be circulated to all members of the ICAO Council.

(Signed) Ricardo ALARCÓN de QUESADA
Head of the Cuban delegation
to the ICAO Council

APPENDIX

Letter dated 1 July 1996 from the Vice-President of the Civil Aeronautics Institute of Cuba addressed to the Administrator of the Federal Aviation Administration of the United States

The purpose of this note is to bring to your attention violations of Cuban and international aviation law committed by aircraft of the United States Government in the Flight Information Region of the Republic of Cuba.

On 25 June 1996, an aircraft of the United States Government operating in the Havana Flight Information Region (Havana FIR) without having made contact with the Havana Air Traffic Control Centre (Havana ATC) endangered aviation in the region.

The competent Cuban aeronautical authorities promptly informed Miami Air Traffic Control of the flight of the aircraft and received the reply: "[it] is a United States Government aircraft operating [with] due regard".

In order to avoid a dangerous approach, the American Airlines flight (AAL 2188) had to evade the United States Government aircraft and at the request of the pilot of a Boeing 767 (flight TAI 310), en route from San Salvador to Miami, Cuban air traffic controllers had to divert that aircraft in order to separate it from the violating aircraft.

Situations such as these, which jeopardize the safety of civil aviation within the flight information region of the Republic of Cuba, have occurred approximately 7,719 times since 27 October 1960, when United States Government aircraft have operated in a similar manner, thereby establishing the pattern in these actions.

The Government has proof of these violations of our aviation laws and of the regulations of the International Civil Aviation Organization (ICAO). Several of these violations have been recognized by specialized publications such as Aviation Week and Space Technology, which in its 26 September 1994 issue referred to a flight having such characteristics by a United States RC-135 "Rivet Joint" military aircraft.

In our contacts with the aviation authorities of the agency which you direct, we have, on several occasions, expressed our concern over these situations, but no solution to this important issue has been found.

As proof of what happened on 25 June 1996, I am enclosing with this letter a record of the procedures followed by Havana Air Traffic Control, which I am also transmitting to the President of ICAO.

In view of this new incident, we wish to emphasize the risk created by such unauthorized flights of an air disaster in the region.

We expect that appropriate measures will be taken to prevent any further violations of international aviation laws and the aviation laws of the Republic of Cuba.

(Signed) Argimiro OJEDA VIVES
Vice-President

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Fiftieth session
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ADMINISTRATIVE AND BUDGETARY ASPECTS OF THE FINANCING OF THE UNITED NATIONS PEACE-KEEPING OPERATIONS: FINANCING OF THE UNITED NATIONS PEACE-KEEPING OPERATIONS

Reform of the procedures for determining reimbursement to Member States for contingent-owned equipment

Note by the Secretary-General

1. The Contribution Agreement between the United Nations and participating States contributing resources to United Nations peace-keeping operations contained in the annex to the present note has been submitted pursuant to General Assembly resolution 50/222 of 11 April 1996, in which, inter alia, the Assembly took note of the report of the Advisory Committee on Administrative and Budgetary Questions (A/50/887) and endorsed the recommendations of the Working Groups on Contingent-Owned Equipment (A/C.5/49/70, annex, para. 28).

2. In paragraph 16 of its report, the Advisory Committee stated that it "expects that the final text will be made available to it for review as early as possible before implementation. The Agreement should be accompanied by a full text of the implementation procedures, the agreed text of performance standards as well as rates of reimbursement for the contingent-owned equipment, together with the agreed text of all definitions".

3. It is the intention of the Secretary-General to submit comprehensive implementation procedures to the Advisory Committee.

ANNEX

DPKO/CA/[year, 2 digits]/[country, 3 digits]/[serial No., 3 digits]

CONTRIBUTION AGREEMENT BETWEEN THE UNITED NATIONS AND [PARTICIPATING STATE] CONTRIBUTING RESOURCES TO [THE UNITED NATIONS PEACE-KEEPING OPERATION]

Whereas, [the United Nations peace-keeping operation] was established pursuant to the United Nations Security Council resolution _____,

Whereas, at the request of the United Nations, the Government of _____ (hereinafter referred to as the "Government") has agreed to contribute personnel, equipment and services in support of [the United Nations peace-keeping mission] to assist (the United Nations peace-keeping mission) to carry out its mandate,

Whereas, the United Nations and the Government wish to establish the terms and conditions of the contribution,

Now therefore, the United Nations and the Government (hereinafter collectively referred to as the "Parties") agree as follows:

Article 1

Definitions

1. For the purpose of this Agreement, the definitions listed in annex F shall apply.

Article 2

Documents constituting the Agreement

2.1 This document, including all of its annexes, constitutes the entire Agreement between the Parties for the provision of personnel, equipment and services in support of [the United Nations peace-keeping mission].

2.2 Annexes:

Annex A: Personnel

1. Requirements
2. Reimbursement
3. General conditions for personnel

Annex B: Major equipment provided by the Government

1. Requirements and reimbursement rates
2. General conditions for major equipment
3. Verification and control procedures
4. Transportation
5. Mission-related usage factor
6. Loss or damage
7. Special case equipment

Annex C: Self-sustainment provided by the Government

1. Requirements and reimbursement rates
2. General conditions for self-sustainment
3. Verification and control procedures
4. Transportation
5. Mission usage factors
6. Loss and damage

Annex D: Performance standards for major equipment

Annex E: Performance standards for self-sustainment

Annex F: Definitions

Annex G: Guidelines (aide-mémoire) for troop-contributing countries.*

Article 3

Purpose

3. The purpose of this Agreement is to establish the administrative, logistics and financial terms and conditions to govern the contribution of personnel, equipment and services provided by the Government in support of [the United Nations peace-keeping mission].

Article 4

Application

4. The present Agreement shall be applied in conjunction with the aide-mémoire for troop-contributing countries which is annexed hereto as annex G.*

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* Annex G is mission specific and is not included in the present document.

Article 5

Contribution of the Government

5.1 The Government shall contribute to [the United Nations peace-keeping mission] the personnel listed at annex A. Any personnel above the level indicated in this Agreement shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.2 The Government shall contribute to [the United Nations peace-keeping mission] the major equipment listed in annex B. The Government shall ensure that the major equipment and related minor equipment meet the performance standards set out in annex D for the duration of the deployment of such equipment to [the United Nations peace-keeping mission]. Any equipment above the level indicated in this Agreement shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.3 The Government shall contribute to [the United Nations peace-keeping mission] the minor equipment and consumables related to self-sustainment as listed in annex C. The Government shall ensure that the minor equipment and consumables meet the performance standards set out in annex E for the duration of the deployment of such equipment to [the United Nations peace-keeping mission]. Any equipment above the level indicated in this Agreement shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

Article 6

Reimbursement and support from the United Nations

6.1 The United Nations shall reimburse the Government in respect of the personnel provided under this Agreement at the rates stated in annex A, article 2.

6.2 The United Nations shall reimburse the Government for the major equipment provided as listed in annex B. The reimbursement rates for the major equipment shall be reduced proportionately in the event that such equipment does not meet the required performance standards set out in annex D or in the event that the equipment listing is reduced.

6.3 The United Nations shall reimburse the Government for the provision of self-sustainment goods and services at the rates and levels stated at annex C. The reimbursement rates for self-sustainment shall be reduced proportionately in the event that the contingent does not meet the required performance standards set out in annex E, or in the event that the level of self-sustainment is reduced.

6.4 The payment of the troop costs, the lease and self-sustainment rates remain in effect until the date the unit ceases to be employed in the mission area.

Article 7

General conditions

7. The Parties agree that the contribution of the Government as well as the support from the United Nations shall be governed by the general conditions set out in the relevant annexes.

Article 8

Specific conditions

8.1 Environmental condition factor: _____

8.2 Intensity of operations factor: _____

8.3 Hostile action/forced abandonment factor: _____

8.4 Incremental transportation factor: The distance between the port of embarkation in the home country and the port of entry in the mission area is estimated at ... miles (... kilometres). The factor is set at ... per cent of the reimbursement rates.

8.5 The following locations are the agreed originating locations and ports of entry and exit for the purpose of transportation arrangements for the movement of troops and equipment:

Troops:

Port of entry/exit: _____

Equipment:

Originating location: _____

Port of embarkation/disembarkation: _____

Border port of embarkation/disembarkation: _____
(If landlocked or moving by road/rail)

Article 9

Claims by third parties

9. The United Nations will be responsible for dealing with any claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the personnel or equipment provided by the Government in the performance of services or any other activity or operation under this Agreement. However, if the loss, damage, death or injury arose from gross

negligence or wilful misconduct of the personnel provided by the Government, the Government will be liable for such claims.

Article 10

Recovery

10. The Government will reimburse the United Nations for loss of or damage to United Nations-owned equipment and property caused by the personnel or equipment provided by the Government if such loss or damage (a) occurred outside the performance of services or any other activity or operation under this Agreement, or (b) arose or resulted from gross negligence or wilful misconduct of the personnel provided by the Government.

Article 11

Supplementary arrangements

11. The Parties may conclude written supplementary arrangements to the present agreement.

Article 12

Amendments

12. Either of the Parties may initiate a review of the level of contribution subject to reimbursement by the United Nations or to the level of national support to ensure compatibility with the operational requirements of the mission and of the Government. The present Agreement may only be amended by written agreement of the Government and the United Nations.

Article 13

Settlement of disputes

13.1 [The United Nations peace-keeping operation] shall establish a mechanism within the mission to discuss and resolve amicably by negotiation in a spirit of cooperation differences arising from the application of this Agreement.

13.2 Disputes that have not been resolved as provided in paragraph 13.1 above shall be referred by the Head of Mission to the United Nations Under-Secretary-General for Peace-keeping Operations. Upon receipt of such notice, the Under-Secretary-General shall institute discussions and consultations with representatives of the Government with a view to reaching an amicable resolution of the dispute.

13.3 Disputes that have not been resolved as provided in paragraph 13.2 above may be submitted to a mutually agreed conciliator or mediator appointed by the

President of the International Court of Justice, failing which the dispute may be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within thirty days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedures for the arbitration shall be fixed by the arbitrators, and each Party shall bear its own expenses. The arbitral award shall contain a statement of reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 14

Entry into force

14. The present Agreement shall become effective on [date]. The financial obligations of the United Nations with respect to reimbursement of personnel, major equipment and self-sustainment rates start from the date of arrival of personnel or equipment in the mission area, and cease on the date the unit ceases to be employed in the mission area.

Article 15

Termination

15. The modalities for termination shall be as agreed to by the Parties following consultations between the Parties.

IN WITNESS WHEREOF, the United Nations and the Government of _____ have signed this Agreement.

Signed in New York, on _____ in two originals in the English language.

For the United Nations

_____
[name and function]

For the Government of _____

_____
[name and function]

Annex A

PERSONNEL

1. Requirements

(Example)

1. The Government agrees to provide the following personnel:

Unit/subunit	Number	Capability
Mission HQ staff		Staff officers (skills to be specified)
Contingent HQ		National command and control
Infantry battalion		HQ company, one light infantry company, one reconnaissance company
Engineer squadron		Force level, vertical and horizontal construction
Helicopter squadron		Utility lift with aircrew and maintenance staff
Transport platoon		Force level and troop-carrying capability
Logistics group		Integral personnel, transport, supply maintenance, medical unit(s) and financial support to the contingent
Military police platoon		Integral security and investigation support
Military information Support team		Media, liaison and translation services
Total		

2. Reimbursement

2. The Government will be reimbursed as follows:

(a) Troop costs at the rate of $988 per month per contingent member;

(b) Clothing allowance at the rate of $65 a month per contingent member;

(c) Personal training ammunition at the rate of $5 a month per contingent member;

(d) An allowance for specialists at the rate of $291 per month equivalent to 10 per cent of the personnel of an infantry unit, or 25 per cent of personnel in other units such as HQ, logistics, medical, communication units, etc.

3. The contingent personnel will receive directly from the peace-keeping mission a daily allowance of $1.28, plus a recreational leave allowance of $10.50 per day for up to seven days of leave taken during each six month period.

3. General conditions for personnel

4. The Government shall ensure that the personnel it provides meet the standards established by the United Nations for service with [the United Nations peace-keeping mission], inter alia, with respect to rank, experience, physical fitness, specialization and knowledge of languages. The personnel shall be trained in the use of the equipment with which the contingent is provided and shall comply with whatever policies and procedures may be laid down by the United Nations regarding medical or other clearances, vaccinations, travel, shipping, leave or other entitlement.

5. During the period of their assignment to [the United Nations peace-keeping mission], the Government shall be responsible for payment of whatever emoluments, allowances and benefits may be due to its personnel under national arrangements.

6. The United Nations shall convey to the Government all pertinent information relating to the provision of the personnel, including matters of liability for loss or damage to United Nations property and compensation claims in respect of death, injury or illness attributable to United Nations service and/or loss of personal property.

7. Any personnel above the strength authorized in this Agreement is a national responsibility, and not subject to reimbursement or support by the United Nations. Such personnel may be deployed to the [the United Nations peace-keeping mission], with the prior approval of the United Nations, if it is assessed by the troop-contributing country and the United Nations to be needed for national purposes, for example to operate the communications equipment for a national rear link. This personnel shall be part of the contingent, and as such enjoy the legal status of members of the [the United Nations peace-keeping mission]. The troop-contributing country will not, however, receive any reimbursement in respect of this personnel and the United Nations will not accept any financial obligation or responsibility in connection with such personnel, nor will the United Nations provide such personnel with support or services.

8. Personnel deployed at the request of the United Nations for specific tasks of limited duration may be covered by supplementary arrangements to this Agreement as appropriate.

9. Civilian personnel provided by the Government who are serving as part of a formed body of troops shall be assimilated to military members of formed bodies of troops for the purpose of this Agreement.

10. The general administrative and financial arrangements applicable to the provision of military and other personnel shall be those set forth in the aide-mémoire for troop-contributing countries in annex G.

Annex B

MAJOR EQUIPMENT PROVIDED BY THE GOVERNMENT

1. Requirements and reimbursement rates

Method of reimbursement: wet/dry lease

Environmental condition factor: _____

Intensity of operation factor: _____

Hostile action/forced abandonment factor: _____ (applicable to half of maintenance rate)

Incremental transportation factor: _____

Categories of equipment	Quantity	Rate (as per A/C.5/49/70)	Total monthly reimbursement (including factors)

2. General conditions for major equipment

1. The major equipment provided under this Agreement shall remain the property of the Government.

2. Major equipment deployed for short periods for specific tasks shall not form part of this Agreement, or it shall be negotiated and agreed upon separately in supplementary arrangements to this Agreement.

3. To meet serviceability standards, contingents have the option to maintain an overstock of up to 10 per cent of the agreed authorized quantities and to have this overstock deployed and redeployed with the contingent. The United Nations will assume the costs of deployment and redeployment of the overstock, but the troop-contributing country will not receive wet or dry lease reimbursement for any overstocks.

4. Costs associated with preparing authorized equipment to additional standards defined by the United Nations for deployment to a mission under the wet or dry lease arrangements (such as painting, United Nations marking, winterizing) are the responsibility of the United Nations. Similarly, costs for returning authorized equipment to national stocks at the conclusion of a mission (such as repainting to national colours) are also the responsibility of the United Nations. Costs will be assessed and reimbursed on presentation of a claim based on the authorized equipment list contained in this Agreement. Costs of repair are not reimbursable when the equipment is provided under a wet lease as this factor is included in the leasing rate.

3. Verification and control procedures

5. The main purpose of verification and control procedures is to verify that the terms and conditions of the bilateral agreement have been met, and to take corrective action when required. The United Nations through its Head of Mission is responsible, in coordination with the contingent or other delegated authority designated by the troop-contributing country, to ensure that the equipment provided by the Government meets the requirements of the United Nations peace-keeping operation and is provided in accordance with annex D of this Agreement.

6. The Head of Mission is therefore authorized to verify the status, condition and quantity of the equipment and services provided. The Government will designate a person, normally identified through his function, who is the responsible point of contact for verification and control matters.

7. A principle of reasonability is to govern the verification process. An assessment will be made of whether the Government and the United Nations have taken all reasonable measures to meet the spirit of the Contribution Agreement, if not the full substance, and have also taken into account the importance of the subject and length of period when the agreement has not been fulfilled. The guiding principle in determining reasonability is whether the material to be provided by the Government as well as by the United Nations will meet its military function at no additional costs to the United Nations or the Government, other than those provided for in this Agreement.

8. The results of the control process are to be used as a basis of a consultative discussion at the lowest level possible in order to correct the discrepancies or decide corrective action, including adjustment of the agreed eligibility for reimbursement. Alternatively, the parties, given the degree of non-fulfilment of the agreement, may seek to renegotiate the scope of the contribution.

9. The verification process for major equipment consists of three types of inspections:

(a) Arrival inspection. The first inspection will take place immediately upon arrival in the mission area and must be completed within one month. The major equipment will be inspected by duly designated representatives of the United Nations to ensure that categories and groups as well as the number delivered correspond to this Agreement. In the case of dry lease, the equipment will be inspected to determine whether its condition is within established standards. The Government may request a United Nations team to advise or consult on matters pertaining to major equipment, or may request a pre-arrival inspection to be conducted at the port of embarkation;

(b) Operational inspection. The operational inspections, carried out by duly designated representatives of the United Nations will be implemented according to operational requirements during the stay of units in the mission area. The major equipment will be inspected to ensure that categories and groups as well as the number delivered still correspond with this Agreement and is used appropriately. The inspection will also determine if the operational serviceability is in accordance with the specifications mentioned under performance standards listed in annex E;

(c) Repatriation inspection. The repatriation inspection is carried out by duly designated representatives of the United Nations when the contingent or a component thereof leaves the Mission to ensure that all major equipment provided by the Government, and only that, is repatriated, and to verify the condition of equipment provided under the dry lease concept.

4. Transportation

10. The United Nations, in consultation with the Government, will make arrangements for and meet the costs related to deployment and redeployment of contingent-owned equipment from and to an agreed port of embarkation/ disembarkation and the mission area, including appropriate arrangement and redeployment of contingent-owned equipment will be made either directly or, if transport is to be provided by the Government, under letter of assist procedures. For land-locked countries or countries where equipment is moved by road or rail to and from the mission area, the port of embarkation/ disembarkation will be an agreed border-crossing point.

11. The transportation costs for spare parts and consumables for major equipment are covered under the wet lease system. The reimbursement rate consists of a general increment and a distance related increment of the maintenance costs. The distance related increment constitutes 0.25 per cent of

the estimates maintenance rate for each completed 500 miles (or 800 kilometres), beyond the first 500 miles (or 800 kilometres) distance along consignment route between the port of embarkation in the troop-contributing country and the port of entry in the mission area.

12. No separate reimbursement for transportation of spare parts is provided for beyond that covered under the wet lease procedures.

13. Costs related with the rotation of equipment to meet national operational or maintenance requirements will remain ineligible for reimbursement by the United Nations.

14. The United Nations is responsible for the costs of inland transportation of major equipment between an agreed originating location and the port of embarkation/disembarkation. The United Nations may make transport arrangements to and from the originating base, however, the Government will be responsible for costs for other than major equipment. Reimbursement of the costs of any arrangements made by the troop-contributing country for major equipment will be subject to the presentation of validated claims. Reimbursement for transportation costs of inland transportation does not extend to equipment other than major equipment.

15. In the event of the troop-contributing country deploying more equipment than authorized in this Agreement, the extra costs will be borne by the troop-contributing country.

5. Mission usage factors

16. The mission usage factors as described in annex F, if applicable, will be applied to the reimbursement rates for major equipment.

6. Loss or damage

17. When deciding reimbursement for loss and damage a distinction between no-fault incidents and hostile action/forced abandonment has to be made.

(a) No-fault incidents. In case of no-fault incidents, the troop-contributing country is reimbursed on the basis of a no-fault incident factor, included in the dry or wet lease rates.

(b) Hostile action/forced abandonment. In cases of loss or damage resulting from a single hostile action or forced abandonment, the troop-contributing country will assume liability for each and every item of equipment with a generic fair market value below the value of $250,000.

18. The United Nations will reimburse for loss or damage for each and every item of major equipment equal to or above the value of $250,000.

19. Where equipment is provided under wet lease arrangement, the method of calculation for damage is the reasonable cost of repair. Equipment that has

suffered damage is to be considered a total loss when the cost of repair exceeds 75 per cent of the generic fair market value.

20. The United Nations has no responsibility for reimbursement where loss and damage is due to wilful misconduct or negligence by members of the troop-contributing country as determined by a board of inquiry convened by the Head of Mission.

21. Liability for loss or damage during transportation, until arrival in the mission area, will be assumed by the Party making the arrangements.

7. Special case equipment

22. Reimbursement rates for "special case" equipment will be subject to separate negotiation between the troop-contributing country and the United Nations.

23. Loss of or damage to "special case" equipment resulting from hostile action or forced abandonment shall be covered by separate arrangements between the United Nations and the troop-contributing country.

Annex C

SELF-SUSTAINMENT PROVIDED BY THE GOVERNMENT

1. Requirements and reimbursement rates

Applicable mission factors stated in article 8

Environmental condition factor

Intensity of operation factor

Hostile action/forced abandonment factor:

Category	Rate (United States dollars)	Number of personnel served	Total monthly reimbursement
Catering	25.25		
Communications HF/UHF-FM HF Telephone	 45.50 15.25 13.00		
Office	21.25		
Electrical	25.00		
Minor engineering	14.00		
Explosive ordnance/disposal	6.50		
Laundry and cleaning	21.25		
Tentage	20.00		
Medical Basic First line Limited second line Blood and blood products Dental	 2.00 18.25 55.75 13.00 10.00		
Observation General Night observation Positioning	 1.00 23.25 5.00		
Identification	1.00		
NBC protection	24.25		

/...

Category	Rate (United States dollars)	Number of personnel served	Total monthly reimbursement
Field defence stores	30.25		
Miscellaneous general stores Bedding Furniture Welfare	 14.00 22.00 5.00		
Unique equipment	Special case		

2. General conditions for self-sustainment equipment and consumables

1. The minor equipment and consumables provided under this Agreement shall remain the property of the Government.

3. Verification and control procedures

2. The United Nations through its Head of Mission is responsible, in coordination with the contingent or other delegated authority designated by the troop-contributing country, to ensure that the equipment provided by the Government meets the requirements of [the United Nations peace-keeping operation] and is provided in accordance with annex C of this Agreement.

3. Thus the Head of Mission is authorized to verify the status, condition and quantity of the equipment and services provided. The Government will designate a person, normally identified through his function, who is the responsible point of contact for verification and control matters.

4. A principle of reasonability is to govern the verification process. It is to be assessed if the Government and the United Nations has taken all reasonable measures to meet the spirit of the agreement, if not the full substance. The guiding principle in determining reasonability is whether the material to be provided by the Government as well as by the United Nations will meet its (military) function at no additional costs to the United Nations or the Government, other than those provided for in this Agreement.

5. The results of the control process are to be used as a basis of a consultative discussion at the lowest level possible in order to correct the discrepancies or decide corrective action, including adjustment of the agreed eligibility for reimbursement. Alternatively, the Parties, given the degree of non-fulfilment of the Agreement, may seek to renegotiate the scope of the contribution. Neither the Government nor the United Nations should be penalized when non-performance results from the operational situation in the mission area.

6. The verification process for personnel related minor equipment and consumables constitutes two types of inspections:

(a) Arrival inspection. The first inspection will take place immediately upon arrival in the mission area and must be completed within one month. A person authorized by the Government must explain and demonstrate the agreed self-sustainment capability. In the same way the United Nations must give an account of the services provided by the United Nations as stipulated in this Agreement.

(b) Operational inspection. The operational inspections will be implemented according to operational requirements during the stay of units in the mission area. Areas where the contingent has self-sustainment responsibilities may be inspected with a view to an assessment of whether the sustainment capability is sufficient and satisfactory.

4. Transportation

7. Costs related to the transportation of minor equipment and consumables provided under the self-sustainment system are reimbursed by a 2 per cent transportation increment to rates listed in annex C and no further reimbursement is applicable.

5. Mission-related usage factors

8. Mission usage factors as described in annex F, if applicable, will be applied to the reimbursement rates for self-sustainment.

6. Loss or damage

9. The reimbursement rates for usage of personnel related minor equipment and consumables include a fixed percentage, varying between 0.1 and 1 per cent of the reimbursement rates, to cover loss or damage arising from "no-fault" incidents.

10. For the purpose of covering loss or damage due to hostile action or forced abandonment, the reimbursement rates for usage of personnel related minor equipment and consumables will include a mission specific percentage at the rate indicated in article 8 of this Agreement as determined by the technical survey team at the beginning of the mission. A troop-contributing country cannot file claims against the United Nations for loss or damage to spare parts and minor equipment.

Annex D

PERFORMANCE STANDARDS FOR MAJOR EQUIPMENT

1. The present annex contains verifiable standards by which both dry and wet lease rates are applied and subsequently paid. The standards and associated definitions are designed to clarify the requirement for major equipment as listed in annex B. They are designed to be generic in nature to fit the widest range of equipment.

Principles

2. Equipment arriving in theatre must be in a serviceable condition for immediate use in its primary role. Any requirement to assemble the equipment owing to shipping constraints will be completed as part of the deployment process. This will include the addition of petrol, oil and lubricants removed for the purpose of transportation.

3. All associated minor equipment, checklist or load list items, required for use with the equipment in the performance of its role, will accompany the equipment or be in clearly identifiable cargo for inclusion with the equipment on arrival in theatre.

Communications equipment

4. The provision of communications equipment for dry/wet lease reimbursement will be applied to communications units providing services on a force level, that is, above battalion or unit level. The service must be available to all units as designated by the mission headquarters and should be included in a contribution agreement, which must include the technical specifications to be used.

5. The equipment must be sufficient to provide the basic communications network desired by the mission. A back-up capability will be retained in theatre to ensure uninterrupted service. The back-up equipment will deploy and redeploy with the contingent.

6. When higher level communication capabilities are required by non-communication units and not reimbursable under the self-sustainment rate for communications (e.g., INMARSATs), the equipment must be authorized under the contribution agreement and is reimbursable as major equipment in the same manner as for a communications unit.

Electrical

7. The equipment is for the provision of main source generating power for base camps, company or larger dispersed locations, or specialist units requiring large power sources greater than 20 KVA (e.g., medical facilities, maintenance workshops). It is to include all associated minor equipment consumables and wiring harnesses, and cabling to connect end users. Lighting fixtures,

accommodation circuits, and wiring are reimbursable under the "electrical" self-sustainment rate as per annex C.

8. Base camp main generators will have a back-up capability running in parallel. The combination of the output of the two generators is used to determine the rate. In this case, an uninterrupted "around-the-clock" capability is required for all base camp main generators. Related wiring and cabling, circuit panels, and transformers are to be repaired or replaced within two hours. Single generators (i.e., not running in parallel) will operate with a maximum of three hours of servicing, refuelling or repair within a 24-hour period.

Engineering

9. The rates will be paid for major equipment used in engineer tasks support of contingents or the force. The contingent and its capability must be authorized under the contribution agreement.

10. Engineer equipment will be maintained to standards ensuring task performance within prescribed time-frames. The equipment must also be serviceable to meet the monthly usage rates while employed on assigned tasks.

Medical and dental

11. To be eligible for reimbursement of medical and dental rates, the major equipment applies to specifically designed second and third line units as authorized in the contribution agreement. Therefore the equipment stipulated in the contribution agreement is applicable to the provision of force level medical support for treatment including, surgical, dental, pharmacy, blood processing, X-ray and laboratory capability.

12. The contingents must have sufficient equipment to provide diagnostic services, basis and advanced lifesaving and ambulatory care casualties in the mission area. Intermediate level and above patient care must be provided. Equipment must be provided and maintained in a sterile and operational condition to permit the unit to provide uninterrupted medical support and evacuation.

Observation equipment

13. Observation equipment will be maintained at a minimum 80 per cent of serviceability, including calibration of equipment. However, under the wet lease, 100 per cent serviceability must be maintained at all observation posts to ensure "around-the-clock" operability and sufficient stocks must be held to make probable that defective equipment can be replaced before it is sent for repair.

14. Under a dry lease arrangement, the United Nations is responsible to provide sufficient spare parts and the equipment to maintain the same level of serviceability at the observation posts.

Accommodation

15. Semi-rigid structures are soft-sided, hard frame facilities that can be moved (i.e., dismantled and shipped). Rigid structures are hard walled or prefabricated metal facilities that may be attached to local utilities/services, but can be easily disconnected, dismantled and moved.

16. Containers are mobile shelters used for a specific service/purpose. There are three basic types of containers: truck mounted; trailer mounted; and sea containers. Truck mounted containers can be dismounted and operated separate from the vehicle. Trailer mounted containers need not be dismounted, but are not reimbursed as a trailer in the vehicle category. Sea containers must be maintained to international standards (i.e., certified for shipping) in order to be eligible for reimbursement.

17. If a container is used as part of the support provided under a self-sustainment rate (e.g., dental, catering) its use is not reimbursable as major equipment.

18. Accommodation rates include all minor equipment and consumables associated with the primary function of the facility.

Aircraft

19. Owing to their special nature, the general conditions for aircraft shall be agreed upon separately via letters of assist.

Armaments

20. Crew served weapons must be operationally serviceable at a 90 per cent rate. Serviceability includes sighting and calibration of the weapons and periodic test firing as permitted in the mission area. Ammunition for test firing is a consumable and is included in the wet lease maintenance rate, therefore not reimbursable separately. Operational ammunition spent on the authority of the Force Commander will be reported in the commander's reports at the conclusion of individual operations and be reimbursed. When the weapons are provided through the United Nations, sufficient United Nations stocks will be maintained in theatre to maintain the serviceability standard.

21. The troop-contributing country is responsible to deploy ammunition with an expected useful life in excess of the anticipated mission length. Should a contingent remain in the mission area for an extended period of time, and ammunition stocks deteriorate to such an extent that they are no longer usable, the United Nations will reimburse the troop-contributing country for such ammunition based on the Force Commander's monthly report of ammunition usage. Contingent-owned operational stocks will be redeployed upon completion of the contingent's mission.

Naval vessels

22. Owing to their special nature, the general conditions for vessels shall be agreed upon separately via letters of assist.

Vehicles

23. Commercial pattern vehicles are defined as those vehicles that are readily available from a commercial source. Military pattern vehicles are specifically designed and fabricated according to precise military specifications, and built to satisfy particular military mission applications. In cases where the original vehicle is of a commercial pattern and significant (i.e., major component redesign and installation) changes are made, the vehicle may be considered as "military pattern" for reimbursement purposes under contingent-owned equipment.

24. The reimbursement authorized in the contribution agreement must include all minor equipment, checklist items (jacks, driver's tools, spare tire, etc.) and consumables (less fuel) associated with the vehicle.

25. Wet lease. Under the conditions of a wet lease, when the total number of operationally serviceable (i.e., available for use) vehicles is less than 90 per cent of the quantity authorized in the contribution agreement for that vehicle subcategory, the reimbursement payment for that subcategory will be reduced appropriately.

26. A vehicle will be considered operationally unserviceable if it is unavailable for normal mission usage for a period of time in excess of 24 hours. A contingent can hold limited operational stocks designed as immediate replacement for vehicles lost or damaged beyond in-theatre repair capability. The excess stock is not eligible for monthly reimbursement.

27. Dry lease. Under the conditions of a dry lease, the vehicle must be in working condition for immediate use upon arrival in the mission area. The United Nations is required to maintain operational serviceability at a minimum rate of 90 per cent of the agreed quantity in a vehicle subcategory. A vehicle will be considered operationally unserviceable if it is unavailable for normal mission usage for a period of time in excess of 24 hours. Serviceability below 90 per cent will require downward adjustments to contingent tasks/missions without a corresponding reduction to other reimbursements adversely affected by the reduced activity rates. The United Nations is responsible for returning the vehicle to the contributor in the same level of operational serviceability, with all minor equipment and checklist items, as when provided.

28. The maintenance costs for dry lease vehicles should not exceed the associated maintenance rate under a wet lease. When this situation occurs, an initial assessment will determine if the cost overrun is attributable to environmental or operational factors. If this is not the case, the United Nations may reduce the dry lease reimbursement rate accordingly.

29. Weapons systems. Weapons systems on all vehicles are to be serviced to ensure the capability to perform the mission is maintained. On combat vehicles, operational serviceability is required for the main weapon and its associated fire control system. If either the weapon itself or the fire control system is inoperable, then the vehicle is considered not serviceable and not eligible for reimbursement.

30. Painting. To be considered serviceable for United Nations operations, all vehicles must be painted white with appropriate United Nations markings. If this painting is not completed before deployment, reimbursement may be withheld until the standard is reached unless specifically authorized by United Nations Headquarters.

Annex E

PERFORMANCE STANDARDS FOR SELF-SUSTAINMENT

1. The present annex contains verifiable standards by which the agreed self-sustainment level is applied and subsequently paid. The standards, and associated definitions, are designed to clarify the requirement for personnel related minor equipment and consumables to fulfil the self-sustainment level listed in annex C. They are designed to be generic in nature to fit the widest range of equipment.

Catering

2. To receive the catering self-sustainment reimbursement rate, the contingent must be able to feed its troops with cold and hot meals in a clean and healthy environment. The contingent must:

(a) Provide kitchen facilities and equipment, including supplies, consumables, dishes and cutlery for their subunits (company positions, observation posts and troop camps);

(b) Provide cold and dry food storage for all kitchen facilities for a inimum duration of one week;

(c) Provide all kitchen facilities with hot dish washing capabilities;

(d) Ensure that all kitchen facilities have hygienic equipment that maintain a clean and healthy environment.

3. Food, water, and petrol, oil and lubricants are not included in the reimbursement rates as they are normally provided by the United Nations. When the United Nations is unable to provide those items, an additional reimbursement will be negotiated.

4. Should a contingent provide catering services to another contingent, the rate will be payable for the number of personnel served.

Communications

5. To receive the communications self-sustainment reimbursement rate the contingent must be able to control itself effectively and efficiently throughout its assigned area of operations with adequate radio and telephone equipment. The standards for each of the three subcategories are as follows:

(a) VHF/UHF-FM:

(i) Maintain one command and control net down to subunit (section/squad) level;

(ii) Maintain one administration net; and

(iii) Maintain one dismounted patrol and security net or other primary non-vehicle mounted net.

(b) HF:

(i) Maintain the ability to communicate with tactical and logistical air support; or

(ii) Maintain the ability for high-frequency long-range communications; and

(iii) Maintain a backup command and control net using non-vehicular mounted HF communications equipment.

(c) Telephone:

Maintain telephonic connections within the area of operation between the contingent and its immediate subunits.

Office

6. To receive the office self-sustainment reimbursement rate the contingent must provide:

(a) Office furniture, equipment, and supplies for all headquarters staff; and

(b) An electronic data-processing capability, including necessary software, to run all internal headquarters.

7. The rate will be payable for the number of personnel using office equipment.

Electrical

8. To receive the electrical self-sustainment reimbursement rate the contingent must provide decentralized electrical power from generators. The decentralized power must:

(a) Ensure stable power supply to small subunits such as observation posts and small troop camps; and

(b) Provide redundant emergency backup when the main power supply, provided through larger generators, is interrupted.

9. This is not the primary electrical power supply for larger units, which is covered under the major equipment rate.

10. This self-sustainment rate includes all necessary electrical harnesses, wiring, circuitry and lighting sets. The contingent is responsible for maintaining and servicing its electrical system, including all equipment, repair parts and supplies. When the United Nations provides this service to an

equivalent standard, the contingent does not receive reimbursement for this category.

Minor engineering

11. To receive the minor engineering self-sustainment reimbursement rate the contingent must be able, within its accommodation areas:

(a) To undertake non-field defensive minor construction;

(b) To handle minor electrical repair and replacement;

(c) To undertake repairs to plumbing and water systems;

(d) To conduct minor maintenance and other light repair work; and

(e) To provide all related workshop equipment, construction tools and supplies.

Explosive ordnance disposal (EOD)

12. To receive the EOD self-sustainment reimbursement rate, the contingent must have the capability for EOD to secure the unit's accommodation areas. The contingent must have the ability:

(a) To locate and evaluate unexploded ordnance;

(b) To dismantle or destroy isolated ordnance that is considered a threat to the contingent's safety;

(c) To provide all related minor equipment, personal protective clothing and supplies.

13. Disposal of significant quantities of ordnance, for example mine fields, will be handled by engineering units provided by the United Nations.

Laundry and cleaning

14. To receive the laundry and cleaning self-sustainment reimbursement rate the contingent must:

(a) Provide laundry and cleaning facilities for all contingent personnel;

(b) Ensure all laundry and cleaning facilities have hygienic equipment that maintain a clean and healthy environment; and

(c) Provide all related equipment, maintenance and supplies.

15. When a contingent is geographically dispersed and the United Nations is only able to provide laundry and cleaning to a portion of the contingent, the troop-contributing country will receive the laundry and cleaning self-sustainment rate for those personnel not serviced by the United Nations.

Tentage

16. To receive the tentage self-sustainment reimbursement rate the contingent must have the ability:

(a) To house personnel in tented accommodations; and

(b) To provide temporary offices/workspace in tentage.

17. Contingents will originally receive full tentage reimbursement for up to six months if not accommodated by the United Nations. When the United Nations notifies the troop-contributing country prior to the contingent deploying that this capability is not required, the troop-contributing country will not receive reimbursement for this category.

18. When the United Nations is unable to provide permanent, semi-rigid, or rigid accommodation for a contingent after six months in tents, the contingent will be entitled to receive reimbursement at both the tentage and accommodation self-sustainment rates. This combined rate will continue until personnel are housed to the standard specified under the accommodation rate.

Accommodation

19. To receive the accommodation self-sustainment reimbursement rate the contingent must:

(a) Purchase or construct a permanent rigid structure to accommodate the contingent's personnel. This structure is fixed with heating/air-conditioning, lighting, flooring, sanitation and running water. The rate is based on a standard of nine square metres per person;

(b) Provide heaters and/or air-conditioners for the accommodation as required by the area's climatic conditions.

20. When the United Nations provides accommodation to an equivalent standard, the contingent does not receive reimbursement for this category.

21. Warehouses and equipment storage are not included in the accommodation self-sustainment reimbursement rate. This will be handled either through the semi-rigid and rigid structures reimbursed as major equipment or on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Medical

22. To receive the medical self-sustainment rate the contingent has to provide medical and/or dental services for all personnel in the contingent. Should a contingent receive medical services from another contingent, the self-sustainment rates will be paid to the contingent providing the services. The standards for each of the five categories are as follows:

(a) Basic:

Provide individual level first aid and hygiene supplies (e.g., band-aids, aspirin, and tape);

(b) First line:

(i) Provide a specialist combat medic who will provide resuscitation, stabilization and triage of seriously injured personnel;

(ii) Provide casualty collection and evacuation to second line;

(iii) Handle routine sick calls and the management of minor sick and injured; and

(iv) Implement disease, non-battle injury and stress preventive measures;

(c) Limited second line:

(i) Provide advanced specialist medical care to stabilize seriously injured personnel for transport to a second or third line medical facility;

(ii) Conduct emergency minor surgical/medical procedures (e.g., suturing, splinting and casting);

(iii) Perform basic diagnostic tests (e.g., cultures and infectious disease identification);

(iv) Have the capability to evaluate, observe or isolate patients for 48 hours;

(v) Maintain a sterilization capability;

(vi) Maintain a limited pharmaceutical capability (e.g., intravenous fluids, analgesics and sera); and

(vii) Perform definitive treatment against a wide variety of naturally occurring diseases;

(d) Dental:

(i) Provide specialized dental care tc maintain the dental health of contingent personnel;

(ii) Provide basic or emergency dental procedures;

(iii) Maintain a sterilization capability;

(iv) Conduct minor prophylactic procedures; and

(v) Provide oral hygiene education to contingent personnel;

(e) Blood and blood products:

(i) Maintain a sufficient supply of fresh blood and blood products;

(ii) Provide climate-controlled storage to prevent the deterioration or contamination of blood and blood products;

(iii) Have the ability to administer blood and blood products in a sterile environment using hygienic procedures to prevent contamination; and

(iv) Perform blood testing and typing.

23. The contingent must provide all related minor equipment, tools, and supplies.

24. Second and third line medical and dental coverage is provided by the United Nations. When the United Nations is unable to provide, arrangements will be handled either through the medical reimbursement category of major equipment or on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Observation

25. To receive the observation self-sustainment rate the contingent must be able to carry out observations throughout their area of operation. The standards for each of the three subcategories are as follows:

(a) General observation:

Provide hand-held binoculars for general observation use;

(b) Night observation:

(i) Provide the capability for passive or active infra-red, thermal or image intensification night-time line-of-sight visual observation;

(ii) Have the capability to detect, identify and categorize persons or items within a range of 1,000 metres or more; and

(iii) Have the ability to conduct night-time patrols and intercept missions;

(c) Positioning:

Have the capability to determine the exact geographical location of a person or item within the area of operations through the combined use of global positioning systems and laser range finders.

26. The contingent must provide all related equipment, maintenance and supplies.

Identification

27. To receive the identification self-sustainment rate the contingent must be able:

(a) To conduct surveillance operations with photographic equipment, such as video tape and single lens reflex cameras;

(b) To process and edit the obtained visual information;

(c) To provide all related equipment, maintenance and supplies.

Nuclear biological and chemical (NBC) protection

28. To receive the NBC protection self-sustainment rate the contingent must be able to operate fully protected in any NBC threat environment. This includes the ability:

(a) To detect and identify NBC agents with appropriate detection equipment;

(b) To conduct decontamination operations for all personnel and personal equipment in a NBC threat environment;

(c) To provide all personnel with the necessary NBC protection clothing and equipment (e.g., protective mask, coveralls, gloves, personal decontamination kits, injectors); and

(d) To provide all related equipment, maintenance, and supplies.

Field defence stores

29. To receive the field defence stores self-sustainment reimbursement rate the contingent must:

(a) Secure own base camps with adequate field defence facilities (e.g., barbed wire fences, sandbags and other field defence obstacles);

(b) Establish early warning and detection (passive or active) systems to protect the unit's premises;

(c) Prepare self-defence fortification works (e.g., small shelters, trenches and observation posts) not tasked to specialized engineering units; and

(d) Provide all related equipment, maintenance and supplies.

Miscellaneous general stores

30. To receive the self-sustainment reimbursement rate for each of the three subcategories of miscellaneous general stores, a contingent must provide:

(a) Bedding. Bed linen, blankets, mattress covers, pillows, and towels. Sleeping bags may be an acceptable substitute for bed linen and blankets. Sufficient quantities must be provided to allow for rotation and cleaning;

(b) Furniture. For each person a bed, mattress, night stand, table light and locker;

(c) Welfare. Recreational equipment such as video cassette recorders (VCRs), televisions, stereos, sports and fitness equipment, games and reading library.

31. The contingent must provide all related equipment, maintenance and supplies.

Unique equipment

32. Any special minor equipment or consumables not covered in the above self-sustainment rates will be handled as unique equipment. These items will be handled on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Annex F

DEFINITIONS

1. Consumables, means supplies of a general nature, consumed on a routine basis. Consumables include combat supplies, general and technical stores, defence stores, ammunition and other basic commodities in support of major equipment as well as in support of minor equipment and personnel.

2. Contingent, means all formed units personnel and equipment of the troop-contributing country deployed to the mission area of [the United Nations peace-keeping operation] under this Agreement.

3. Contingent-owned equipment, means major equipment, and minor equipment and consumables deployed, and operated by the troop-contributing country's contingent in the performance of peace-keeping operations.

4. Dry lease, means a contingent-owned equipment reimbursement system where the troop-contributing country provides equipment to [the United Nations peace-keeping operation] and the United Nations assumes responsibility for maintaining the equipment. The troop-contributing country is reimbursed for the non-availability of its military resources for its national interests of deployed major and associated minor equipment.

5. Environmental conditions factor, means a factor applicable to the reimbursement rates for major equipment and for self-sustainment to take into account the increased costs borne by the troop-contributing country for extreme mountainous, climatic and terrain conditions. This factor is only applicable under conditions of significant anticipated additional costs to the troop-contributing country. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

6. Force Commander, means the officer, appointed under the authority of the Secretary-General, responsible for all military operations within the mission.

7. Forced abandonment, means actions resulting from a decision approved by the Force Commander or his authorized representative that results in the loss of custody and control of equipment and supplies.

8. Generic fair market value, means an equipment valuation for reimbursement purposes. It is computed as the average initial purchase price plus any major capital improvements, adjusted for inflation and discounted for any prior usage, or the replacement value, whichever is less. The generic fair market value includes all issue items associated with the equipment in the performance of its operational role.

9. Government, means the Government of the participating State.

10. Head of Mission, means the Special Representative appointed by the Secretary-General with the consent of the Security Council responsible for all United Nations activities within the mission.

11. Hostile action, means an incident from the action(s) of one or more belligerents, which has a direct and significant negative impact on the personnel and/or equipment of a troop-contributing country. Different activities may be characterized as a single hostile action when these activities can be related to each other on common ground.

12. Hostile action/forced abandonment factor, means a factor applied to each category of self-sustainment rates and to the spares element or (half) of the estimated maintenance rate of the wet lease rate to compensate the troop-contributing country for loss and damage. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

13. Incremental transportation, means a factor to cover the incremental costs of transportation of spare parts and consumables under the wet lease system in increments of 0.25 per cent of the leasing rate for each complete 500 miles (800 kilometres) distance, beyond the first 500 miles (800 kilometres), along consignment route between the port of embarkation in the home country and the port of entry in the mission area.

14. Intensified operational condition factor, means a factor applicable to the reimbursement rates for major equipment and for self-sustainment rates to compensate the troop-contributing country for increased costs resulting from the scope of the task assigned, the length of logistics chains, non-availability of commercial repair and support facilities, and other operational hazards and conditions. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

15. Loss or damage, means a total or partial elimination of equipment and/or supplies resulting from:

(a) A no-fault incident;

(b) The actions of one or more belligerents;

(c) A decision approved by the Force Commander.

16. Maintenance rate, means the reimbursement rate to compensate the Government for maintenance costs comprising spare parts, contracted repair and third and fourth line maintenance that is required to keep major equipment items operational to the specified standards, and return the item to operational condition upon return from the mission area. The costs of personnel involved in first and second line maintenance is excluded from the rate, as they are reimbursed separately. The rate includes an incremental transportation rate to cover general transportation costs of spare parts. This rate forms part of the "wet lease" rate.

17. Major equipment, means major end items directly related to the unit mission as agreed by the United Nations and the troop-contributing country. Major equipment is accounted for either by category or individually. Separate reimbursement rates apply for each category of item of major equipment. These rates include reimbursement for minor equipment and consumables in support of the item of major equipment.

18. Minor equipment, means equipment in support of contingents, such as catering, accommodation, non-specialist communication and engineering, and other mission-related activities. Specific accounting of minor equipment is not required. Minor equipment is divided into two categories: items designed to support major equipment; and items that directly or indirectly support personnel. For personnel-related minor equipment average rates of reimbursement for self-sustainment apply.

19. No-fault incident, means an incident resulting from an accidental occurrence or negligent conduct, but not including acts attributable to wilful misconduct or gross negligence, on the part of an operator/custodian of equipment.

20. Operational ammunition, means ammunition (including aircraft self-defence systems such as chaff or infra-red flares) that the United Nations and the troop-contributing country agree to deploy to the mission area so that it is readily available for use in the event of need. Ammunition expended for training at direction of the Force Commander, in anticipation of an operational requirement, will be considered operational ammunition.

21. Self-sufficiency, means a logistics support concept for troop contingents in a peace-keeping mission whereby the contributing State provides some specific or all logistics support to the contingent on a reimbursable basis.

22. Wet lease, means a contingent-owned reimbursement system where the troop-contributing country provides and assumes responsibility for maintaining and supporting deployed major items of equipment, together with the associated minor equipment. The troop-contributing country is entitled to reimbursement for providing this support.

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Fiftieth session
Agenda items 8 and 24

ADOPTION OF THE AGENDA AND ORGANIZATION OF WORK

IMPLEMENTATION OF THE UNITED NATIONS NEW AGENDA FOR THE DEVELOPMENT OF AFRICA IN THE 1990s

Letter dated 10 July 1996 from the Permanent Representative of Belgium to the United Nations addressed to the President of the General Assembly

I have the honour to refer to the report of the recent organizational session of the Ad Hoc Committee of the Whole of the General Assembly for the Mid-term Review of the Implementation of the United Nations New Agenda for the Development of Africa in the 1990s (A/AC.251/3).

At its organizational session, which I chaired at your request, the Ad Hoc Committee decided, inter alia, to conduct the mid-term review starting from 16 September 1996. As the fifty-first session of the General Assembly will be opened on 17 September 1996, the organizational session decided to recommend to the Assembly at its fiftieth session that the Ad Hoc Committee meet during the fifty-first session of the Assembly and, for that purpose, to recommend that the mandate of the Ad Hoc Committee for the period set out in paragraph 6 of General Assembly resolution 50/160 of 22 December 1995 be extended for the conduct of the mid-term review.

In view of the foregoing I should like to request that the discussion of agenda item 24 of the fiftieth session of the General Assembly, entitled "Implementation of the United Nations New Agenda for the Development of Africa in the 1990s", be reopened. I have the honour to submit hereby the text of a draft resolution, which I suggest to be considered under this item.

I would appreciate it if you would have the text of the present letter and its annex circulated as a document of the General Assembly, under agenda items 8 and 24.

(Signed) Alex REYN
Ambassador
Permanent Representative of Belgium
to the United Nations

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ANNEX

Implementation of the United Nations New Agenda for the Development of Africa in the 1990s

Belgium: draft resolution

The General Assembly,

Recalling its resolution 50/160 of 22 December 1995, by which an Ad Hoc Committee of the Whole of the fiftieth session of the General Assembly was established as the most appropriate mechanism to prepare the mid-term review in 1996 of the implementation of the United Nations New Agenda for the Development of Africa in the 1990s, and by which it was decided that the Ad Hoc Committee of the Whole should meet for a period of up to seven working days in September 1996, prior to the fifty-first session of the General Assembly, to prepare the mid-term review on the basis of a report to be prepared by the Secretary-General,

Recalling also the decision of the Ad Hoc Committee of the Whole, at its organizational session on 20 June 1996, to conduct the mid-term review starting from 16 September 1996 and, to that avail, to recommend to the General Assembly at its fiftieth session that the Ad Hoc Committee meet during the fifty-first session of the Assembly,

Decides to authorize the Ad Hoc Committee of the Whole to meet during the fifty-first session of the General Assembly and, for that purpose, to extend the mandate of the Ad Hoc Committee of the Whole through the fifty-first session of the General Assembly.

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Fiftieth session
Agenda items 8 and 40

ADOPTION OF THE AGENDA AND ORGANIZATION OF WORK

BUILDING A PEACEFUL AND BETTER WORLD THROUGH SPORT AND THE OLYMPIC IDEAL

Solemn appeal made by the President of the General Assembly on 11 July 1996 in connection with the observance of the Olympic Truce

The President of the General Assembly has the honour to make the following solemn appeal in connection with the observance of the Olympic Truce:

"On 7 November 1995, the General Assembly adopted resolution 50/13, by which it called upon Member States to reaffirm the observance of the Olympic Truce during each Summer and Winter Olympic Games.

"The Olympic Truce, or ekecheria, is based on an ancient Greek tradition, dating back to the ninth century B.C. All conflicts ceased during the period of the Truce, which began seven days prior to the opening of the Olympic Games and ended on the seventh day following the closing of the Games, so that athletes, artists, their relatives and pilgrims could travel safely to the Olympic Games and afterwards return to their countries.

"Valiant attempts have consistently been made by the United Nations in an effort to bring peace and stability to the troubled regions of the world. Still new concepts are needed for dealing with strife.

"I solemnly appeal to all States to observe the Olympic Truce during the games of the XXVI Olympiad, the Centennial Games, to be held at Atlanta, Georgia, United States of America, from 19 July to 4 August 1996, and to strive towards building lasting peace, whether or not they are now parties to a confrontation. I urge us all to place at the forefront of our

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thoughts and actions the principles and ideals which the ekecheria and the Olympic Movement seek to propagate. By applying the principle of the ekecheria, the world can at least hope for some respite, however temporary, from the killing and destruction which accompany conflict. I therefore appeal to those now engaged in armed struggles to uphold this principle and suspend hostilities in keeping with its observance."

In order for the General Assembly to take note of the solemn appeal, it will be necessary to reopen agenda item 40.

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Security Council

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GENERAL ASSEMBLY
Fiftieth session
Agenda item 45
THE SITUATION IN CENTRAL AMERICA: PROCEDURE FOR THE ESTABLISHMENT OF A FIRM AND LASTING PEACE AND PROGRESS IN FASHIONING A REGION OF PEACE, FREEDOM, DEMOCRACY AND DEVELOPMENT

SECURITY COUNCIL
Fifty-first year

Letter dated 17 May 1996 from the Permanent Representatives of Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama to the United Nations addressed to the Secretary-General

We have the honour to transmit to you herewith the text of the Political Declaration and the Declaration of Montelimar II adopted at the Eighteenth Meeting of Central American Presidents, held in Montelimar, Nicaragua, on 8 and 9 May 1996 (see annex).

We should be grateful if you would have this note and its annex circulated as a document of the fiftieth session of the General Assembly, under agenda item 45, and of the Security Council.

(Signed) Fernando BERROCAL SOTO
Permanent Representative of
Costa Rica

(Signed) Julio MARTINI HERRERA
Permanent Representative of
Guatemala

(Signed) Ricardo G. CASTANEDA-CORNEJO
Permanent Representative
of El Salvador

(Signed) Erich VILCHEZ ASHER
Permanent Representative
of Nicaragua

(Signed) Gerardo MARTÍNEZ BLANCO
Permanent Representative
of Honduras

(Signed) Jorge E. ILLUECA
Permanent Representative
of Panama

(Signed) Edward A. LAING
Permanent Representative
of Belize

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ANNEX

Political Declaration of the Eighteenth Meeting of Central American Presidents, held in Montelimar, Nicaragua, on 8 and 9 May 1996

We, the Presidents of Central America, together with the representative of the Prime Minister of Belize, met in Montelimar, Republic of Nicaragua, at our Eighteenth Regular Meeting, in order to review, in our capacity as the Central American Council for Sustainable Development, the progress made by the Alliance for the Sustainable Development of Central America and to promote the advancement and well-being of our peoples.

On this occasion, we decided to deepen our political commitment to promote tourism, aware that it must be further encouraged as a strategic sector for the Isthmus, given the great potential that it has for the growth and diversification of our economies.

Our goal is to make tourism our countries' principal source of income, to this end, we have issued the following:

Declaration of Montelimar II

We reaffirm that the Alliance for the Sustainable Development of Central America is an integrated strategy that includes all the activities necessary for achieving the advancement of our peoples and future generations. This new model for development has as its framework the peace process and the strengthening of democratic institutions with a view to ensuring that Central America becomes a region of peace, freedom, democracy and development.

To this end, we welcome the concrete progress towards a peace agreement that has been made in the Republic of Guatemala, in particular the recently signed Agreement on Social and Economic Aspects and the Agrarian Situation, which is an essential element in the negotiations on the creation and consolidation of a politically stable and violence-free geographical area.

We also stress the importance of the electoral process in Nicaragua, which will consolidate democratic institutions, and we appeal to the international community to give its full support in order to ensure its success.

These developments clearly demonstrate the progress that is being made in Central America. In this regard, we recognize that tourism can be fully developed only in conditions of peace and democracy, which underscores the close relationship between political and institutional stability and economic and social development.

Tourism, one of the aims of the Alliance for the Sustainable Development of Cental America, should have as its main objective the improvement of the quality of life of all Central Americans, employing and training local and community groups in the efficient management of this activity, which will enable them to

become involved in the process of sustainable development; increasing well-being; respecting cultural and ethnic diversity; and contributing to the strengthening of Central American identity.

We stress the continuous growth that the tourist industry has registered as a result of increasing stability in the region and the successful implementation by the countries of the Central American region of new strategic approaches with a view to competing in a world environment marked by the globalization of international trade and the regionalization of markets.

We are convinced that Central America, owing to its geographical location, its many natural beauties, rich culture and tourist attractions, offers comparative advantages which, once the quality of services and the infrastructure is improved, will make the region more competitive on the international tourist market.

The archaeological, historical and cultural heritage of our region: its extraordinary biodiversity and its diverse natural beauty make us unique in the world and make Central America a prime tourist destination with great potential.

The substantial increase in the number of tourists to the region has created more jobs and generated considerable income, which benefits the local population. This demonstrates the importance of this sector for our economies and its potential for development.

We therefore reiterate that tourism is an industry that calls for the active participation of all sectors of Central American society, and we urge them to join us in our efforts to promote tourism in the region.

We recognize that the private sector's contribution is essential for the development of the tourist industry, since it is the principal driving force of its growth and expansion. Support for national and regional institutions is indispensable for the further promotion of private investment through the adoption of policies geared to meet the needs of the tourist industry.

We pledge to facilitate conditions for the development of tourism by upgrading the infrastructure, establishing a modern and appropriate legal framework, and training the human resources necessary for the preservation and sustainable management of our natural and cultural heritage and improving the quality of the environment.

We also ratify the commitments that we made at the various meetings that we have held with a view to strengthening and adopting the necessary policies and legal instruments on migration in order to facilitate the free movement of persons, the key element in the development of tourism.

In this regard, we reiterate our support for the measures that the competent national authorities and regional bodies are taking in the area of migration with a view to harmonizing and coordinating policies, legislation, procedures and information systems.

Tourism is one of the priorities of the Alliance for Sustainable Development. In this context, our commitment to strengthen law and order in the

region and enhance the safety of visitors of other nationalities, in accordance with the agreements adopted at the Seventeenth Regular Meeting of Presidents, held in San Pedro Sula, Honduras, is particularly relevant.

In order to reaffirm our resolute and steadfast commitment to tourism, we agree to carry out a series of activities, within the context of the regional integration of tourism, which will enable us to pool our resources, wills and efforts to present to the world the image of a unique regional tourist destination and the many advantages it has to offer.

With a view to strengthening the tourism sector, we have decided to declare this activity a matter of priority and national and regional interest, and to adopt the Regional Programme of Action for the Development of Tourism in the Countries of Central America, which is an integral part of this Declaration (see appendix).

In view of the resources required to implement the Programme of Action adopted at this summit, we consider it essential that the Central American Bank for Economic Integration redouble its efforts to secure additional resources to strengthen this sector.

We also invite the international community to support the Programme of Action through technical and financial cooperation in order to help Central America to combine the benefits of peace and democracy with the regional effort to achieve sustainable development through tourism.

We should like to express our deep gratitude to the people and Government of Nicaragua for the hospitality we received during our stay, which contributed significantly to the great success of this meeting. We agree to hold the Nineteenth Ordinary Meeting of Central American Presidents in Panama.

We have signed this Declaration in Montelimar, Republic of Nicaragua, on 9 May 1996.

(Signed) José María FIGUERES OLSEN
President of the Republic of
of Costa Rica

(Signed) Álvaro ARZÚ IRIGOYEN
President of the Republic
of Guatemala

(Signed) Carlos Roberto REINA
President of the Republic
of Honduras

(Signed) Violeta BARRIOS de CHAMORRO
President of the Republic
of Nicaragua

(Signed) Ernesto PÉREZ BALLADARES
President of the Republic
of Panama

(Signed) Enrique BORGO BUSTAMANTE
Vice-President of the Republic
of El Salvador

Observer:

(Signed) Henry YOUNG
Minister of Tourism and the Environment
Representative of the Prime Minister of Belize

APPENDIX

Regional Programme of Action for the Development of Tourism

I. PROGRAMME CONTENT

Strategic objective

The implementation of the Programme of Action is intended to strengthen the tourism sector and promote it as a strategic economic activity of priority importance for sustainable development in Central America.

The aim of the Programme of Action is to increase tourism substantially as a crucial sector that generates jobs and foreign exchange and has a major social impact. The Programme of Action is also intended to provide the national and regional agencies and the private sector directly involved in this activity with policies and legal instruments that facilitate and encourage tourism.

The success of the Programme of Action requires the broad participation of social and economic sectors as well as a joint inter-agency effort in order to ensure that the benefits derived from the development of tourism reach the greatest number of Central American citizens.

One of the strategic objectives of the Programme of Action is to increase the tourism sector's share in the economies of the countries of the region, taking advantage of and preserving Central America's social and cultural heritage and ecological diversity, which are one of the region's comparative advantages as an international tourist attraction.

II. BASIC ELEMENTS

The all-round development of tourism requires the harmonization of a regional policy which, without neglecting the special features and interests of individual countries, views Central America as a single major tourist destination that is accessible and attractive to international markets.

An endeavour of this nature requires that the basic elements of the Programme of Action be specified as precisely as possible. These elements are:

1. The political will of the Governments of the region to make tourism a strategic sector of the Central American economy.

2. In order to compete for tourists from outside the region, a concerted effort must be made to promote and strengthen the region's capacity to become a prime tourist destination.

3. It must be borne in mind that Central America is a geographical area where tourism has developed unevenly.

4. The region has natural and cultural features of great importance that give it enormous potential as a tourist destination; these include:

4.1. The extraordinary biodiversity of the Central American isthmus, which forms a corridor for species of flora and fauna of both North and South America, bounded by two oceans, with the second largest coral reef in the world;

4.2. A complex and attractive geomorphology characterized by majestic volcanoes of great scenic beauty and areas of great biodiversity;

4.3. The many rivers, lakes and lagoons of great natural beauty situated in forested areas and suitable for the development of water sports;

4.4. The beaches, seas, islands and coral reefs of great international appeal, along the Caribbean and the Pacific coasts of Central America;

4.5. The archaeological sites of world importance and the existence of cultures that preserve pre-Hispanic traditions and customs, as well as the remains of major colonial towns, villages or monuments that are part of Central America's valuable historic and cultural heritage;

4.6. The many different kinds of agriculture in Central America, which are a tourist attraction.

5. The rich social and cultural diversity is conducive to regional integration for the development of tourism.

6. The active participation of the private sector, to ensure vigorous and sustainable development.

7. The effective role of the State in facilitating and regulating investment in the tourism sector.

8. The consolidation of democratic processes and of a climate of peace throughout the region.

III. REGIONAL PRIORITIES

1. Promotion of and support for tourism within a framework of sustainable development.

2. Preparation of a strategy for promoting tourism that enhances the region's image at the international level.

3. The development of the region as a tourist destination through an appropriate fiscal policy and legal framework that guarantee and encourage investment in tourism.

4. Improvement of conditions for tourism in order to accommodate an increased influx of visitors to the region; this would involve, inter alia, measures to expedite customs and immigration formalities.

5. Development of basic facilities in areas of touristic interest, in particular in the system of protected areas of Central America, the linchpin for the development of tourism in the region.

6. Coordinated action by the private and public sectors in the implementation of this Programme of Action.

7. Strengthening of law and order in the region, bearing in mind the agreements reached at the Seventeenth Meeting of Central American Presidents, held in San Pedro Sula, Honduras.

8. Rationalization and improvement of institutional facilities for the development of tourism and of the region's existing training centres in order to maximize their use at the regional level.

9. Promotion of tourism within the region.

10. Efforts to secure international cooperation for the tourism sector.

IV. ACTION TO BE TAKEN

A. Image of the region

1. Formulate and implement, with the support of the private sector, a strategy to enhance the image of Central America in the principal tourist markets with a view to promoting the region as an emerging tourist destination.

2. Instruct the ministers for foreign affairs of the region to cooperate on a permanent basis through their embassies and consulates in the development of a strategy for the coordination, planning and implementation of activities that promote the region's new tourist image.

B. Promotion of investment

1. Instruct the competent national authorities to ensure that, prior to the appropriate evaluations, the development of tourism is included, as a national priority, in the national economic development plans of the countries where that has not yet been done.

2. Entrust the Permanent Secretariat of the General Treaty of Central American Economic Integration and the Secretariat for Central American Tourism Integration with the task of preparing, as a matter of urgency, a regional

study designed to harmonize incentives to stimulate investment in tourism in the countries of the region in accordance with their characteristics. The study shall be approved by the Intersectoral Council of Ministers of Public Finance or the Treasury and of the Central American Council for Tourism.

3. At the same time, those ministries will be instructed to draft proposals on the adoption of incentives for:

3.1. Environmental conservation and improvement projects;

3.2. Projects for the restoration of the region's historical and cultural heritage;

3.3. Clean-up and embellishment of sites of touristic interest;

3.4. Reinvestment of profits by firms and projects that deal with tourism in accordance with the rules of the lead agency in the sector.

C. Public investment

1. Instruct the ministers responsible in each country for the infrastructure sector to establish an interministerial commission which, in coordination with the ministers and/or directors of tourism, natural resources and the environment and culture, gives priority to the implementation of projects for the conservation and sustainable use of areas declared to be of high touristic interest.

2. Instruct the appropriate authorities to expedite measures to improve water quality and sanitation in the region, since that will promote tourism by ensuring the safety of visitors.

3. Instruct the Meeting of Ministers of Transport of Central America to consider, as a matter of priority in their development plans, the provision of adequate roads and road signs and signals in order to facilitate intraregional travel as well as air travel between individual sites in Central America that are regarded as tourist attractions, in order to increase the flow of visitors, while simultaneously promoting the development of such sites.

D. Facilitation of tourism

1. Instruct the intersectoral Council of Ministers of Transport and the Central American Council for Tourism to identify, with the participation of the private sector, the elements of a policy for the deregulation of commercial air transport in order - preferably on a reciprocal basis - to make Central America more competitive as a destination in international markets, thereby making it possible to reduce fares and increase the flow of visitors to the region.

2. Instruct the Central American Commission for Migration, to take measures to abolish visa requirements for citizens coming from our major tourist source markets and promote the generalized use of tourist identity cards as a means of facilitating the entry of tourists into countries with visa requirements.

3. In accordance with national migration policies, to instruct the appropriate authorities to continue to support the activities being carried out under the project of the Central American Migration Programme, entitled "Instruments on migration for the integration of Central America". The objective of these activities is to harmonize and approve:

   3.1. The formulation and implementation of regional migration policies that promote national and regional development;

   3.2. Legislation and regulations dealing with migration;

   3.3. Migration procedures for the entry, stay and departure of persons in the region;

   3.4. Regional information systems on migration.

4. To instruct the competent authorities to submit, within three months, a report on the status of implementation of these activities to the Council of Ministers for Foreign Affairs, the principal coordinating body of the Central American Integration System.

5. To support the efforts of the Central American Commission for Migration to expand the Central American Migration Programme, with a view to consolidating and deepening the results that have been obtained to date. Likewise, to urge all national and regional institutions and agencies dealing with migration to support the activities that the Central American Migration Programme is carrying out in the region.

6. To urge the airlines that fly to Central America to support and carry out promotional and publicity campaigns abroad with a view to encouraging tourism to the region.

7. To organize, within 90 days, a high-level forum to be attended by the best authorities on tourism, migration, customs, health, agriculture and police, in order to consider ways of promoting tourism and to make recommendations on the subject.

E. Legislation

1. We believe that a set of rules and regulations that expressly refers to the preservation of natural resources is essential. We have therefore instructed the competent authorities to draft, within 120 days, the relevant legislation.

It is also necessary to speed up ratification of the regional agreements that have been concluded on the protection of our cultural heritage.

2. In order to strike a balance between commercial and recreational fishing, we consider it necessary to adopt the appropriate legislation or regulations in order to ensure the effective protection of marine and fishing resources.

F. National accounts and tourism

Recommend to the central banks of each country to include in the respective national accounts an item on income from tourism.

G. Coordination with the private sector

Instruct the Central American Council for Tourism, through its Permanent Secretariat, to maintain strict coordination with the national tourist boards of Central America and with other private sector agencies that deal with tourism.

H. Law and order

Instruct the Central American Security Commission, in consultation with the regional tourist authorities, to promote a set of measures and actions to strengthen the safety of visitors of other nationalities, bearing in mind the Framework Treaty on Democratic Security in Central America.

I. Training

1. Organize regional seminars with the participation of the municipalities and national tourist agencies in order to encourage the effective inclusion of communities in the development of tourism in Central America.

2. The region's official tourist agencies will coordinate the organization of courses for micro-, small and medium-sized tourist enterprises at the regional level.

3. Strengthen the educational institutions associated with the tourism sector, as well as academic programmes and studies in educational institutions at all levels in order to enable them to train and encourage a culture of promotion of tourism and to count on skilled human resources.

V. INSTITUTIONAL MEANS FOR IMPLEMENTING THE PROGRAMME

1. Strengthen the ministries and/or official tourist agencies and instruct them to contribute to the implementation of this Programme of Action.

2. Strengthen the Secretariat for Central American Tourist Integration as the responsible regional organization specializing in the field of tourism.

3. Establish inter-agency coordination in order to ensure the implementation of the above-mentioned activities.

4. Encourage the full and active participation of the private sector in the implementation of this Programme of Action, through the Federation of Tourist Boards and other organizations of the sector.

5. Promote the participation of municipalities and communities in the development of local tourism.

VI. COOPERATION AND SOURCES OF FINANCING

1. For the implementation of this Programme of Action, the Governments of the region, bearing in mind the strategic importance of the tourism sector, pledge to increase their support for the Secretariat for Central American Tourist Integration and the official tourist agencies. We also urge that the proposal on automatic financing mechanisms be implemented as soon as possible in accordance with the provisions of the Guatemala Protocol.

2. Request the Central American Bank for Economic Integration to continue to give priority to the tourism sector in its operative plans, promoting and encouraging the active participation of the private sector through such programmes as joint investments, cofinancing and so forth, between countries outside the region and the Central American countries. It should also support the efforts to obtain resources to promote Central America as a regional tourist destination.

3. Instruct the appropriate agencies in each country to take measures to obtain the resources needed to finance tourist projects for micro-, small and medium-sized enterprises in the communities.

4. Request the World Tourism Organization to continue to support and cooperate with the countries of Central America in the implementation of the activities of this Programme of Action.

5. Instruct the Secretariat for Central American Tourist Integration to make efforts to find partners to assist in the implementation of this Programme.

VII. FOLLOW-UP MEASURES

The Central American Tourism Council, through its Executive Secretariat, shall be the organization responsible for following up the above-mentioned activities, for which the appropriate periodic evaluations will be carried out. The evaluations shall be raised to the Council of Ministers for Foreign Affairs, as the principal coordinating body of the Central American Integration System, in accordance with the provisions of the Tegucigalpa and Guatemala Protocols.

VIII. MEDIA

Urge the media to assist in the efforts that the public and private sectors of Central America are making to promote the region as an attractive and safe tourist area. To this end, regional and national seminars will be organized to report on the achievements of this Programme of Action.

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QUESTION OF CYPRUS

SECURITY COUNCIL
Fifty-first year

Letter dated 15 July 1996 from the Chargé d'affaires a.i. of the Permanent Mission of Cyprus to the United Nations addressed to the Secretary-General

Upon instructions from my Government, I have the honour to draw your attention to new violations of the airspace of the Republic of Cyprus and of the flight information region by military aircraft of the Turkish Air Force, which were recorded yesterday, 14 July 1996, as follows:

1. A formation of six Turkish Air Force aircraft entered at 1000 hours without permission the Nicosia flight information region, flying at an altitude of 27,800 to 29,000 feet. The six aircraft violated the national airspace of the Republic of Cyprus and exited the Nicosia flight information region at 1032 hours.

2. On the same day, another formation of five Turkish Air Force aircraft violated Cyprus airspace, entering at 1010 hours the flight information region of Nicosia at an altitude of 29,100 to 21,000 feet. The five aircraft exited the Nicosia flight information region at 1040 hours.

The repeated violations of the Nicosia flight information region and of the national airspace of the Republic of Cyprus by Turkish military aircraft are indicative of the provocative attitude of Turkey, which in 1974 invaded and occupied 37 per cent of the territory of the Republic of Cyprus.

At the same time, such unauthorized intrusions into the Nicosia flight information region are in violation of international air traffic rules and seriously endanger civil aviation flights over Cyprus.

On behalf of the Government of the Republic of Cyprus, I wish to strongly protest against these violations of the Nicosia flight information region and of the Republic's airspace by Turkish Air Force aircraft. The new violations of

the sovereignty and territorial integrity of the Republic of Cyprus are contrary to the Charter of the United Nations and to the relevant decisions of the Organization on the question of Cyprus. Furthermore, this provocative behaviour of Turkey is also in complete disregard of the latest Security Council resolution on Cyprus, resolution 1062 (1996) of 28 June 1996 which states among other things that overflights in the airspace of Cyprus by military aircraft have increased tension.

I should be grateful if you would have the present letter circulated as a document of the General Assembly, under agenda item 55, and of the Security Council.

(Signed) Kornelios S. KORNELIOU
Chargé d'affaires a.i.
of the Republic of Cyprus
to the United Nations